

1 BILL NO. S-84-10- 13

2 SPECIAL ORDINANCE NO. S- 128-84.

3 AN ORDINANCE approving Contract
4 for Resolution #6002-84 - Hoagland/
5 Masterson, Phase III by the City
6 of Fort Wayne by and through its
7 Board of Public Works and Safety
with Hipskind Concrete Corporation.

8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
9 THE CITY OF FORT WAYNE, INDIANA:

10 SECTION 1. That the annexed Contract for Resolution
11 #6002-84 - Hoagland/Masterson, Phase III by the City of Fort Wayne
12 by and through its Board of Public Works and Safety with Hipskind
13 Concrete Corporation, is hereby ratified, confirmed and approved
in all respects. The work under said Contract requires:

14 reconstruction of curbs, sidewalks,
15 drive approaches and drainage structures
16 and installation of street lighting on
Hoagland from Masterson to Williams;
Webster Street from Masterson to Williams;
and Williams St. from Harrison to Webster;

17 ALTERNATE I consists of Williams Street
from Harrison to Webster Street;

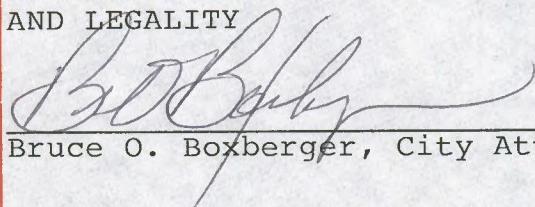
18 the Contract price for the base bid is Thirty-Nine Thousand Six
19 Hundred Sixteen and 75/100 Dollars (\$39,616.75) - the price for
20 Alternate I is Eleven Thousand Nine Hundred and No/100 Dollars
21 (\$11,900.00), contingent on money being available from C.D. & P.

22 SECTION 2. Prior Approval was received from Council
23 with respect to the Contract on July 3, 1984. Two (2) copies of
24 the Contract attached hereto are on file with the City Clerk's
25 Office and are available for public inspection.

26 SECTION 3. That this Ordinance shall be in full force
27 and effect from and after its passage and any and all necessary
28 approval by the Mayor.

29 Samuel J. Talarico
30 Councilmember

31 APPROVED AS TO FORM
AND LEGALITY

32 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Jalarico, seconded by Gia Quinta, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19_____, at _____ o'clock M., E.S.T.

DATE: 10-9-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Jalarico, seconded by Gia Quinta, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

| | <u>AYES</u> | <u>NAYS</u> | <u>ABSTAINED</u> | <u>ABSENT</u> | <u>TO-WIT:</u> |
|--------------------|-------------|-------------|------------------|---------------|----------------|
| <u>TOTAL VOTES</u> | <u>9</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>BRADBURY</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>BURNS</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>EISBART</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>GiaQUINTA</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>HENRY</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>REDD</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>SCHMIDT</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>STIER</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |
| <u>TALARICO</u> | <u>✓</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>—</u> |

DATE: 10-23-84

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J-128-84
on the 23rd day of October, 1984,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Bay A. Abbott
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 25th day of October, 1984,
at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of October,
1984, at the hour of 2:00 o'clock P.M., E.S.T.

Win Moses Jr.
WIN MOSES, JR., MAYOR

74-115-31

9/26/84

CONTRACT

This Agreement, made and entered into this 26th day of September, 1984

by and between -----HIPSKIND CONCRETE CORPORATION-----

-----5502 MASON DRIVE, FORT WAYNE, INDIANA-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

RESOLUTION NO. 6002-84 prove Hoagland Avenue, from Masterson to Williams; Webster Street, from Masterson to Williams; and Williams Street, from Harrison to Webster, by reconstructing curbs, sidewalks, drive approaches, and drainage structures; and by installing street lighting. (BASE BID)

ALTERNATE I: Williams Street, from Harrison to Webster Street.
THIS AREA ALSO KNOWN AS HOAGLAND/MASTERSON PHASE III

~~By grading and paving the roadway to a width of xxxxxxxxx feet with xxxxxxxxx~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to; in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 6002-84 attached hereto and by reference made a part thereof.

At the following prices:

| | | |
|----------------------------------|---|-------|
| Concrete Removal | Two dollars and no cents per square yard | 2.00 |
| Curb Removal | One dollar and no cents per lineal foot | 1.00 |
| Concrete Sidewalk | One dollar and forty-five cents per square foot | 1.45 |
| Concrete Wingwalk incl. Ramps | One dollar and eighty-five cents per square foot | 1.85 |
| 6" Concrete for Drives | Sixteen dollars and no cents per square yard | 16.00 |
| 8" Concrete | Eighteen dollars and no cents per square yard | 18.00 |
| 2' Concrete curbwalk | Three dollars and no cents per square foot | 3.00 |
| Asphalt Patching | No dollar and ten cents per lineal foot | 0.10 |
| Seed, Mulch, Fertilizer | No dollar and fifty cents per square yard | 0.50 |
| Topsoil | One dollar and no cents per ton | 1.00 |
| Concrete Step Riser | Fifty dollars and no cents per each | 50.00 |
| Adjust Casting to Grade | Fifty dollars and no cents per each | 50.00 |

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 6002-84 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before October 1, 1984 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City.
It being also understood that in event of any conflict between this contract and the specifications, that
the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even *prima facie* evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 26
day of September, 1984

ACCESS:

Janice M Superbird
Corporate Secretary

HIPSKIN CONCRETE CORPORATION

57

ITS: President

Contractor, Party of the First Part

City of Fort Wayne, By and Through:

David Paul
Carter R. Gable

ATTEST.

J. Leland J. Gochenour
Secretary and Clerk

Its Board of Public Works and Mayor

| | | |
|---|--|-----------|
| | no cents per each | 250.00 |
| Tree Removal 54" | Three hundred and ten dollars and no cents per each | 310.00 |
| B-Borrow for Sidewalk Fill | Three dollars and no cents per ton | 3.00 |
| Install 16' Embedded Pole- 4' Deep w/Pole Set | Eighty-five dollars and no cents per each | 85.00 |
| Install TC 100R Luminaire and Lamp | Forty-five dollars and no cents per each | 45.00 |
| Trench in Earth - 20" Deep | No dollars and ninety cents per lineal foot | 0.90 |
| Bore or Push 1½" Tubing Under Drives, Trees, Streets, Walks, etc. | Four dollars and forty cents per lineal foot | 4.40 |
| Install 2/C and/or 1/C #4 Wire in Trench or Conduit | No dollars and thirty-five cents per lineal foot | 0.35 |
| Install 10' Riser Section | Forty-five dollars and no cents per Each | 45.00 |
| Total Base Bid | Thirty-nine thousand, six hundred sixteen dollars and seventy-five cents | 39,616.75 |

ALTERNATE I

| | | |
|-------------------------------|--|------|
| Concrete Removal | Two dollars and no cents per square yard | 2.00 |
| Curb Removal | One dollar and no cents per lineal foot | 1.00 |
| Concrete Sidewalk | One dollar and forty-five cents per square foot | 1.45 |
| Concrete Wingwalk incl. Ramps | One dollar and eighty-five cents per square foot | 1.85 |
| 2' Concrete Curbwalk | Three dollars and no cents per square foot | 3.00 |

Aenhardt Construction

Asphalt Patching

| | | |
|---|---|-------------------|
| | NO dollar and ten cents per lineal foot | 74-115 3, 0.10 |
| Seed, Mulch, Fertilizer | No dollar and fifty cents per square yard | 0.50 |
| Topsoil | One dollar and no cents per ton | 1.00 |
| Concrete Step Riser | Fifty dollars and no cents per each | 50.00 |
| Adjust Casting to Grade | Fifty dollars and no cents per each | 50.00 |
| Tree Removal 24" | Two hundred dollars and no cents per each | 200.00 |
| B-Barrow for Sidewalk Fill | Three dollars and no cents per ton | 3.00 |
| Install 22' Embedded Pole 4' Deep w/Pole Set | Ninety dollars and no cents per each | 90.00 |
| Install TC 400R Lum. & 250 WHPS Lamp | Fifty dollars and no cents per each | 50.00 |
| Trench in Earth - 20" Deep | No dollars and ninety cents per each | 0.90 |
| Bore or Push 1½" Tubing Under Drives, Trees, Streets, Walks, etc. | Four dollars and forty cents per lineal foot | 4.40 |
| Install 3 1/C #4 Wire in Trench or Conduit | No dollars and thirty-five cents per lineal foot | 0.35 |
| Install 10' Riser Section | Forty-five dollars and no cents per each | 45.00 |
| Total Alternate Bid | Eleven thousand, nine hundred dollars and no cents | 11,900.00 |
| GRAND TOTAL: | Fifty-one thousand, five hundred sixteen dollars and seventy-five cents | 51,516.75 |

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5,68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act, (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.)

A copy of General Ordinance No. G-34-78 (as amended) concerning discrimination in employment under municipal contracts, is attached and incorporated herein by reference.

5730/84

FOR CURB AND SIDEWALK.

No. 6002-1984

H1

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA

That it is deemed necessary to improve Hoagland Avenue, from Masterson to Williams; Webster Street from Masterson to Williams; and Williams Street, from Harrison to Webster by reconstructing curbs, sidewalks, drive approaches, and drainage structures; and by installing street lighting. This project shall be known as Hoagland/Masterson NSA, Phase III.

NOTE: Williams Street from Harrison to Webster shall be bid as an add Alternate.

in accordance with the profile, detail drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

is hereby found by said Board of Public Works that all benefits accruing hereunder shall be to the general public of the City of Fort Wayne and that no special benefits shall accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by C.D. & P.

Adopted, this 30th day of May 1984

ATTEST: Donald D. Gochman
Secretary & Clerk

BOARD OF PUBLIC WORKS:

David Kiel
BB

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we HIPSKIND CONCRETE CORPORATION as Principal, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND -----, a corporation organized under the laws of the State of _____, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of FIFTY-ONE THOUSAND, FIVE HUNDRED SIXTEEN DOLLARS AND SEVENTY-FIVE CENTS ----- (\$ 51,516.75), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 26 day of September, 1980 enter into a contract with the City of Fort Wayne to construct Resolution No. 6002-84

Hoagland Avenue, from Masterson to Williams; Webster Street, from Masterson to Williams; and Williams Street, from Harrison to Webster, by reconstructing curbs, sidewalks, drive approaches, and drainage structures; and by installing street lighting. (BASE BID)

ALTERNATE I: Williams Street, from Harrison to Webster Street.

THIS AREA KNOWN AS HOAGLAND/MASTERSON PHASE III.

at a cost of \$ 51,516.75 -----, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

HIPSKIND CONCRETE CORPORATION

(Contractor)

BY: Howard Lipskind

ITS: President

ATTEST:

Marcia S. Remillard

(Title)

FIDELITY & DEPOSIT COMPANY
Surety

*BY: Terence J. Ward
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- HIPSKIND CONCRETE CORPORATION -----

(Name of Contractor)

----- 5502 MASON DRIVE, FORT WAYNE, INDIANA -----

(Address)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____ FIDELITY AND DEPOSIT COMPANY OF MARYLAND -----

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of FIFTY-ONE THOUSAND, FIVE HUNDRED SIXTEEN DOLLARS AND SEVENTY-FIVE CENTS -----

for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 26 day of September, 1984, for the construction of:

Resolution No. 6002-84

Hoagland Avenue, from Masterson to Williams; Webster Street, from Masterson to Williams; and Williams Street, from Harrison to Webster, by reconstructing curbs, sidewalks, drive approaches, and drainage structures; and by installing street lighting. (BASE BID)

ALTERNATE I: Williams Street, from Harrison to Webster Street.

THIS AREA KNOWN AS HOAGLAND/MASTERSON PHASE III.

at a cost of FIFTY-ONE THOUSAND, FIVE HUNDRED SIXTEEN DOLLARS AND SEVENTY-FIVE CENTS -----

(\$ 51,516.75 -----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in counter-parts, each one of which shall be deemed an original, this day of , 19 .

(SEAL)

ATTEST:

Daniel M Hipskind
(Principal) Secretary

HIPSKIND CONCRETE CORPORATION

Principal

BY

Daniel M Hipskind
President

(Title)

Neal Ryan
Witness as to Principal

(Address)

(Address)

FIDELITY & DEPOSIT COMPANY

Surety

BY

Terence J. Walsh
Attorney-in-Fact
(Authorized Agent)

Marcia S. Divis
Witness as to Surety

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Oscar C. Mitson, Terrence J. Ward and R. Kelly Disser, Jr., all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Oscar C. Mitson, et al, dated, January 6, 1975.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of April, A.D. 1980.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C W Robbins

Assistant Secretary

By

C W Mitson

Vice-President

STATE OF MARYLAND } SS:
CITY OF BALTIMORE }

On this 17th day of April, A.D. 1980, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fader
Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 25th day of September, 1984.

W G Bestry
Assistant Secretary

IF- INDUSTRIAL FUND
PW- PER WEEK
PR- PROMOTIONAL FUND

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, All Construction and Maintenance contracts awarded by the Board of Works, City of Fort Wayne, Indiana, during the months of July, August & September 1984.

in compliance with the provisions of CHAPTER # 319 of the Acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

| CRAFT | CLASS | RATE PER HR. | H&W | PEN. | VAC. | APPR. | MISC | EXP. DA |
|---|-------|-----------------|-------------|-------------|------|---------|---------------------|---------|
| ASBESTOS WORKER | 1 | 17.70 | .85 | 1.45 | | 2¢ | | 6/30/8 |
| BOILERMAKER | 1 | 18.83 | 1.47½ | 1.90 | | 3¢ | | |
| BRICKLAYER | 1 | 15.91 | 1.05 | 1.25 | | 4¢ | 12¢ PR 4¢ IF | 5/31/8 |
| CARPENTER (BLDG.) (HIWAY) | 1 | 13.90 | 1.50 | 1.25 | | 2¢ | 1¢ PR 4¢ IF | 12/1/84 |
| | 1 | 13.76 | 1.25 | 1.25 | | 5¢ | 4¢ IF | |
| CEMENT MASON | 1 | 12.85 | .80 | .80 | | 2¢ | | |
| DRYWALL TAPER | 1 | 12.75 | 1.15 | 1.00 | | 12¢ | 16¢ | 5/31/8 |
| ELECTRICIAN | 1 | 17.30 | 1.25 | 90¢+3% | | 8¢ | | 5/31/8 |
| ELEVATOR CONSTRUCTOR | 1 | 17.32 | 1.64½ | 1.27 | 8% | 8½¢ | | |
| GLAZIER | 1 | 15.90 | | .70 | 40¢ | 4¢ | | |
| IRON WORKER | 1 | 13.35 | 2.25 | 2.00 | | annuity | 2.45 2¢ IF | 5/31/85 |
| ABORER (BLDG.) (HIWAY) (SEWER) | 1,2,3 | 11.55 - 12.55 | 1.15 | .75 | | 9¢ | 5¢ IF | 5/31/85 |
| | 1,2,3 | 10.98 - 11.83 | 1.15 | .75 | | 9¢ | | |
| | 1,2,3 | 9.75 - 10.60 | 1.05 | .75 | | 4¢ | | |
| ATHER | 1 | 13.90 | 1.50 | 1.25 | | 2¢ | 18¢ PR | |
| WILLWRIGHT & PILEDRIVER | 1 | 14.30 | 1.50 | 1.25 | | 2¢ | 4¢ IF 2¢ PR | |
| P. ENGINEER (BLDG.) (HIWAY) (SEWER) | 1,2,3 | 11.55 - 12.55 | 1.25 | 1.55 | | 10¢ | | 5/31/85 |
| | 1,2,3 | 11.36 - 15.50 | 1.25 | 1.55 | | 14¢ | | 3/31/85 |
| | 1,2,3 | 9.75 - 12.94 | .75 | 1.00 | | 10¢ | | |
| PAINTER, BRUSH & ROLLER | 1 | 12.75 | 1.15 | 1.00 | | 12¢ | 16¢ | 5/31/85 |
| PRAY & SANDBLAST | 1 | 13.75 | 1.15 | 1.00 | | 12¢ | 16¢ | 5/31/85 |
| LASTERER | 1 | 12.85 | .80 | .80 | | 2¢ | | |
| LUMBER & STEAMFITTER | 1 | 17.68 | 1.00 | 1.80 | | 7¢ | 7¢ IF | 5/31/85 |
| ILE & TERRAZZO MECHANIC | 1 | 14.25 | | | | | | 5/31/85 |
| DSAIC & TERRAZZO GRINDER | 1 | 9.50 - 11.50 | | | | | | 5/31/85 |
| DOFER | 1 | 16.10 | 1.00 | .50 | | | | 5/31/85 |
| STEETMETAL WORKER | 1 | 16.67 | 1.40 | 1.86 | | 19¢ | 19¢ IF 60¢ SASMI | |
| CAMSTER (BLDG.) (HIWAY) | 1,2,3 | 13.00½ - 13.45½ | 58.70 PW | 51.00 PW | | | | |
| | 1,2,3 | 12.31 - 12.41 | 45.50 | " | | | | |

any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, PREVAILING WAGE SCALE SHALL BE PAID.
The above and forgoing shall be the minimum prevailing wage scale for this project as set by
the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from
paying a higher rate of wages than set out in the schedule of wages on file.

TESTED THIS 28th DAY OF June, 1984

See Stover
REPRESENTING GOVERNOR OF INDIANA

David J. Kieft
REPRESENTING THE AWARDING AGENCY

Thomas E. Derningstue
REPRESENTING THE STATE A.F.L. - C.I.O.

BILL NO. S-84-10-13

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN ORDINANCE approving Contract for Resolution #6002-84 - Hoagland/Masterson, Phase III by the City of Fort Wayne by and through its Board of Public Works and Safety with Hipskind Concrete Corporation

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

Samuel J. Talarico

CHARLES B. REDD, VICE CHAIRMAN

Charles B. Redd

JANET G. BRADBURY

Janet G. Bradbury

PAUL M. BURNS

Paul M. Burns

THOMAS C. HENRY

Thomas C. Henry

CONCURRED IN 10-23-84
SANDRA E. KENNEDY, CITY CLERK

6015

TITLE OF ORDINANCE Contract for Res. #6002-84 - Hoagland/Masterson, Phase III
Contractor Hipskind Concrete Corporation

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety J-84-10-13

SYNOPSIS OF ORDINANCE Contract for Res.. 6004-84, Hoagland/Masterson, Phase III is for reconstruction of curbs, sidewalks, drive approaches and drainage structures and installation of street lighting on Hoagland from Masterson to Williams; Webster Street from Masterson to Williams; and Williams St. from Harrison to Webster.

ALTERNATE I consists of Williams Street from Harrison to Webster Street Contractor is Hipskind Concrete Corporation

PRIOR APPROVAL RECEIVED JULY 3, 1984.

EFFECT OF PASSAGE Improvement of above area.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$39,616.75 Base Bid
11,900.00 Alt. I
Alternate I contingent upon money available by CD & P.

ASSIGNED TO COMMITTEE